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19 Attorneys for Plaintiffs

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**

22 JANE DOE NOS. 1 - 22, inclusive, individuals;

23 Plaintiffs,

24 v.

25 GIRLSDOPORN.COM, a business organization,  
26 form unknown; MICHAEL J. PRATT, an individual;  
27 ANDRE GARCIA, an individual; MATTHEW  
28 WOLFE, an individual; BLL MEDIA, INC., a  
California corporation; BLL MEDIA HOLDINGS,  
LLC, a Nevada limited liability company; DOMI  
PUBLICATIONS, LLC, a Nevada limited liability  
company; EG PUBLICATIONS, INC., a California  
corporation; M1M MEDIA, LLC, a California  
limited liability company; BUBBLEGUM FILMS,  
INC., a business organization, form unknown; OH  
WELL MEDIA LIMITED, a business organization,  
form unknown; MERRO MEDIA, INC., a California  
corporation; MERRO MEDIA HOLDINGS, LLC, a  
Nevada limited liability company; and ROES 1 - 550,  
inclusive,

Defendants.

LEAD CASE NO.:

Case No. 37-2016-00019027-CU-FR-CTL

CONSOLIDATED WITH:

Case No.: 37-2017-00033321-CU-FR-CTL

Case No.: 37-2017-00043712-CU-FR-CTL

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR ORDER  
ALLOWING PRETRIAL DISCOVERY OF  
DEFENDANTS' FINANCES AND NET  
WORTH PURSUANT TO CALIFORNIA  
CIVIL CODE SECTION 3295**

Date: January 18, 2019

Time: 9:00am

Dept.: C-73

Judge: Hon. Joel R. Wohlfeil

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1 **I. INTRODUCTION**

2 By this Motion, Plaintiffs seek an order allowing Plaintiffs to conduct financial/net worth  
3 discovery directed at Michael Pratt, Matthew Wolfe, Andre Garcia, BLL Media, Inc., BLL Media  
4 Holdings, LLC, Merro Media, Inc., Merro Media Holdings, LLC, UHD Productions, Inc., Clockwork  
5 Productions, Inc., EG Publications, Inc., Oh Well Media Limited, Sidle Media Limited, Torque Asset  
6 Management Limited and Bubblegum Films, Inc.

7 **II. STATEMENT OF LAW**

8 “Upon motion by the plaintiff supported by appropriate affidavits and after a hearing, if the court  
9 deems a hearing to be necessary, the court may at any time enter an order permitting the discovery  
10 otherwise prohibited by this subdivision if the court finds, on the basis of the supporting and opposing  
11 affidavits presented, that the plaintiff has established that there is a substantial probability that the  
12 plaintiff will prevail on the claim pursuant to Section 3294. Such order shall not be considered to be a  
13 determination on the merits of the claim or any defense thereto and shall not be given in evidence or  
14 referred to at the trial.” Cal. Civ. Code § 3295(c). The evidence submitted herewith, which is just the  
15 tip of the proverbial iceberg, easily carries this burden. Defendants’ scheme they used to defraud women  
16 into performing sex acts on camera is deliberate, calculated, deceitful and cold hearted.

17 **III. DEFENDANTS’ FRAUDULENT, MALICIOUS AND OPPRESSIVE SCHEME**

18 a. Defendants’ massive online presence

19 Despite having over a dozen entities, Defendants are really just three men who own three  
20 pornography websites – www.girlsdoporn.com (Pratt 100% owner); www.girlsdotoys.com (Pratt  
21 50%/Wolfe 50%); and www.mompov.com (Pratt 50%/Wiederhold 50%). (Plaintiffs’ Notice of  
22 Lodgment (“NOL”) Exs. A, B, H and I.) Those three men employ a handful of people to help them  
23 recruit women, produce videos, and market their websites, including defendant Garcia, who acts as a  
24 male in the pornographic videos and also recruits for Defendants. (NOL Ex. J.) The three websites all  
25 feature “amateurs” engaging in sex acts. (NOL Ex. A.) GirlsDoPorn.com and GirlsDoToys.com feature  
26 18 to 22 year old women. MomPOV.com features amateur “moms”. (*Id.*) Together the three websites  
27 generate significant income from subscriptions.

28 ///

1 In order to divert web traffic to their subscription websites, Defendants publish five-minute clips  
2 of their videos to dozens of free websites where the videos may be viewed for free by anyone in the  
3 world that has a Wifi connection. The 70+ free videos Defendants published on their PornHub.com (the  
4 world's sixth most trafficked website) "channel" have had nearly 600 million views. (NOL Ex. B.)  
5 PornHub.com is just one of the many free websites Defendants use to publish their videos. (*Id.*) In all,  
6 Defendants' *free videos* have received well over 1 billion views by. (*Id.*) Since GirlsDoPorn.com was  
7 launched in 2009, Defendants have not distributed any videos they produce any place other than their  
8 three subscription websites and their advertising websites. Defendants only presence is on the Internet.  
9 (NOL Ex. E at 41:21-42:22.)

10 b. Defendants know they could not recruit if they were truthful about who they were and where  
11 the videos will be published

12 Defendants website claims that it features "Real amateur girls having sex on video for the very  
13 first time..." and boasts "You will not find these girls on any other website - all girls are 100% exclusive  
14 - this is the one and only time they do porn." (NOL Ex. A.) Defendants niche is to find the "girl next  
15 door" type. Suffice it to say, the overwhelming majority of women who are 18 to 22 years old who do  
16 not want to enter the pornography business do not want videos of themselves having sex on camera  
17 being publicly available and being viewed billions of times. Defendants are quite aware of this. They  
18 have therefore created a fraudulent scheme that is used to groom victims in a manner such that by the  
19 time Defendants finally present the victims with a contract to sign a few minutes before filming, the  
20 victims are conditioned to believe the videos will never be published on the Internet, and only available  
21 on DVD in countries such as Australia, New Zealand and elsewhere. Defendants have fine-tuned their  
22 scheme over the years as Defendants learn what deceitful tactics work and which do not.

23 c. Defendants' fake Craigslist advertisements and modeling websites

24 Defendants fraudulent scheme begins with a Craigslist.com advertisement that mentions nothing  
25 about pornography. Again, Defendants know that no woman will respond to an advertisement that  
26 mentioned pornography. Instead, the advertisements have titles like "Cute College Preppy Girls  
27 Needed" or "Hot College Females Make 5K Cash Now (Work with the best)". (NOL Ex. C.)  
28 Defendants' Craigslist ad directs the victims to apply for the modeling job on one of Defendants' sham

1 “modeling” websites – www.beginmodeling.com, www.modelinggigs.com, and  
2 www.modelingwork.com. (NOL Ex. D.) These websites, like the Craigslist ads, do not contain any  
3 mention of pornography, but instead pictures and videos of clothed modeling. The websites include a  
4 “Contact Form” that asks for the prospective model to provide her name, age, height, weight, and most  
5 importantly, her phone number, email address and three pictures. (*Id.*) By falsely holding themselves  
6 out as a clothed modeling company, Defendants dupe their victims into turning over their private contact  
7 information so that Defendants may have real time communications with the victims and begin the  
8 grooming process.

9 d. The fraudulent recruiting process

10 Defendants sift through the submissions to their sham modeling websites in order to determine  
11 which victims are young enough and attractive enough to target for their websites that again only feature  
12 18 to 22 year olds. Armed with email addresses, phone numbers and a handful of pictures of women,  
13 Pratt and Garcia, using fake names, reach out to the prospective victims by phone and email. (NOL Ex.  
14 E.) Once on the phone, Garcia and Pratt tell the women they work for an Australian production  
15 company who distributes its videos on DVDs in Australia, New Zealand and other foreign lands. (*Id.*;  
16 see also Declarations of Jane Doe Nos. 1-22; Declaration of Amberlyn Nored Clark, NOL Ex. F.) They  
17 promise the victims (including Jane Doe Nos. 1-22) complete anonymity and tell the victims that no one  
18 they know in the United States will ever see the video. (*Id.*) As proof, Defendants offer to allow the  
19 victims to speak with any number of “200+ models” that have filmed for them. While on the phone,  
20 Defendants make “high ball” offers to the prospective victims in order to get them on the airplane to San  
21 Diego knowing they will not pay the women this amount. (NOL Ex. E at 93-96.)

22 Most importantly, Defendants never mention their website www.GirlsDoPorn.com before,  
23 during or after filming. (See, Declarations of Jane Doe Nos. 1-22.) Perhaps most disturbing is the fact  
24 that Defendants tells their employees it would be a breach of the NDA the employee signed if the  
25 employee told a prospective victims about their website. (NOL Ex. E at 53-54.) Defendants also never  
26 discuss where the video will be distributed in writing. There are thousands of pages of documents  
27 exchanged during discovery in this case. Not one document contains Defendants telling a prospective  
28 victim where the video will be distributed. Distribution is always discussed over the phone or on

1 FaceTime. While Defendants will gladly exchange text messages with the prospective victims about  
2 every other topic, if asked where the videos will be distributed via text message or email, Defendants  
3 call the prospective model or use Skype or FaceTime so as not to leave a trace of their fraud. (See,  
4 Declarations of Jane Doe No. 1 and Jane Doe No. 6 (it would be “more professional” to talk about  
5 distribution over the phone.)

6 e. The paid references

7 To help groom the prospective victims into believing their videos will never be seen by anyone  
8 in the United States, Defendants provide “references” to answer any questions the prospective victims.  
9 This provides the prospective victim with a more trusted source – a female who is the victim’s age that  
10 has already filmed a video. What Defendants fail to tell the prospective victims is that Defendants 1)  
11 pay the references only if the reference is successful in getting the prospective victim to film, 2) coach  
12 the references what to say, and 3) fail to disclose the fact that some of the references never filmed any  
13 videos for Defendants and are simply Defendants’ female friends who are willing to lie for money.  
14 (Declarations of Jane Doe Nos. 1-22; Declaration of Amberlyn Nored Clark.) The references continue to  
15 lie to the prospective victims about where the videos will be distributed and continue to reassure the  
16 prospective victims that the videos will remain private and unavailable in the United States. (*Id.*)

17 The references, unlike Defendants, are not so careful about putting their lies in writing. For  
18 example, Defendants provided Jane Doe No. 15 with two references—Amberlyn Nored (aka Amberlyn  
19 Clark) and Kailyn Wright. (See, Declaration of Jane Doe No. 15.) During a text message conversation,  
20 Kailyn Wright repeatedly lied to Jane Doe No. 15 by telling her the videos would never be released in  
21 America, that there was “absolutely no way anyone will find out”, that the videos would be released on  
22 DVDs in wealthier countries “but nothing online.” (*Id.*) The text exchange also confirms that  
23 Defendants had previously lied to Jane Doe No. 15 on the telephone by telling her the videos would be  
24 distributed on DVD in Australia and United Kingdom. (*Id.*) Similar lies to were told to all Plaintiffs by  
25 Defendants and the references Defendants provided. (See, Declarations of Jane Doe Nos. 1 – 22.)

26 Defendants also paid Amberlyn Nored Clark to lie to prospective victims by telling them she had  
27 filmed two videos for Defendants (which is false), that she was from a small town (also false), and that  
28 no one in that small town had seen the videos (another falsity). (See, Declaration of Amberlyn Nored

Clark.) In addition to coaching Ms. Clark what to say, Defendants also coached Ms. McKay what not to say. Defendants directed Ms. Clark to never mention the fact that Defendants operated an online pornographic website [www.girlsdoporn.com](http://www.girlsdoporn.com) or Defendants real names, among other things. (*Id.*)

f. Defendants use NDAs to silence their employees and make their employees rehearse pre-drafted responses for when prospective models ask about distribution

Defendants know that the prospective models will inevitably ask Defendants' employees (drivers, makeup artists, cameramen, etc.) about distribution and the Internet. Defendants also know that a prospective model will not film if the prospective victim were to discover Defendants' website or web presence. Defendants remedy this issue by forcing every employee to sign a Non-Disclosure Agreement (NDA) at the beginning of employment. (NOL Ex. E at 36:7-17.) Pratt then tells the employee that the employee will be in breach of the NDA if the employee were to tell a model about the existence of their website [www.GirlsDoPorn.com](http://www.GirlsDoPorn.com). (*Id.* at 53:11-54:1.) Defendants have their employees rehearse false responses to use for when a prospective victim inevitably asks the employee about where the video will be distributed. (*Id.* at 48-54, 60-62 ("I was told specifically not to answer where the footage would end up."))

For example, prior to this lawsuit being filed, Pratt coached Ms. Moser, who picked women up from the airport, to say that she was just an "Uber type person" and did not really know where the videos go if a prospective model asked her about distribution. (*Id.* at 60-62.) At the time she was ordered to provide this response, Ms. Moser knew the videos were destined for [www.girlsdoporn.com](http://www.girlsdoporn.com). After this lawsuit was filed, Defendants' attorney Aaron Sadock told Ms. Moser that, if asked by a prospective model about distribution, Ms. Moser must say "there was an NDA in place and none of us could talk about those details for their protection." (*Id.* at 41:21-42:22 and 50:14-20.) Mr. Sadock rehearsed this response with Ms. Moser in Defendants' office. (*Id.*) It is remarkable to think that, after being sued by 22 women seeking millions of dollars, Defendants *and their attorney* are continuing to actively conceal their website from prospective victims.

g. Garcia continues to coach references to lie even while this lawsuit is pending

In August 2017, defendant Garcia called a prior victim, Alicia McKay, and asked Ms. McKay if she would act as a reference for Defendants. On the call, Garcia coached Ms. McKay what to say and



1 what not to say to prospective victims that Ms. McKay was expected to call to convince to film a video.  
2 (NOL Ex. F and G.) At the time of Garcia's phone call, Ms. McKay had an application on her phone  
3 that recorded every call made on her phone. (*Id.*) The following is an excerpt from that recording.

4           ANDRE GARCIA: So try to set up a phone call, try to press for the phone  
5 call or try to press for the FaceTime so that they can see that you're real and  
6 you're pretty. So FaceTime or phone calls, less text messaging, that would  
7 be easier for you. It's less stressful for you. You don't have to worry about  
8 selling her on coming. You don't have to worry about answering all these  
9 questions or anything like that.

10           Pretty much, you're there to let her know that: One, you're going to get paid;  
11 two, everything's paid for; three, it's legit – you know, it's not a bunch of  
12 weirdos, anything like that, and that's it. As far as, like, anything else goes,  
13 you know, just leave it like that.

14           If she's asking you where they go, just try to get her on the phone and explain  
15 everything. Just say, you know, every day, there's different brands. I shot  
16 for three different ones, you know, so it depends which ones you're doing,  
17 you know, and they have a bunch of different ones in general. You know,  
18 don't ever use any names or anything like that because we don't sell – you  
19 know, you don't want -- don't want to, you know, make it seem worse than  
20 it is or anything like that. So just try to get her on the phone a couple times,  
21 you know, and then just show her that you're real and that you got paid, that  
22 everything's normal, and that's it. So don't necessarily worry about getting  
23 back and forth with her, don't worry about texting back and forth and  
24 answering certain questions. Like, that's my job. Your job's just to let her  
25 know that you're cool, that you're a girl, that you shot, and that's it. Um –  
26 [...]

27           ALICIA MCKAY: I gave her a shout-out on the phone with her, and, I  
28 mean, she was asking me a bunch of questions, obviously wanting me to,  
you know, confirm and reassure her. And, you know, I'm in a position  
where, like, what do -- how do I answer certain things, right? Like, how --

          ANDRE GARCIA: No, just answer -- just answer from yourself --

          ALICIA MCKAY: You know what I mean? They kind of put me on the  
spot.

          ANDRE GARCIA: Yeah, you don't want to talk -- yeah, you don't want --  
yeah, you don't want to talk to her like you're a producer. You wanna just  
downplay it as much as possible to get her to model, you're the floozy  
model, and that's it.

1 You know what? I didn't get killed, I'm cute, I'm Canadian, I work out, I  
2 have a cute butt, cute tits, cute face, you know? And I did shoots, and I'm  
3 alive, and I have a life, I'm not an escort, I'm not a prostitute, and that's it.

4 ALICIA MCKAY: Yeah.

5 ANDRE GARCIA: Don't worry about anything else, don't worry about  
6 texting her back and forth, don't worry about anything like that. Phone call,  
7 FaceTime, couple text messages, you want to add them online for a little bit  
8 and then un-follow or block after they shoot, whatever, and that's it.

9 ALICIA MCKAY: Yeah, because --

10 ANDRE GARCIA: Okay?

11 ALICIA MCKAY: -- it just -- she seems -- she seemed a little, like, wary,  
12 and then, like, kept asking me about where -- where the videos would be,  
13 so in that sense, what would [Indecipherable]?

14 ANDRE GARCIA: Yeah, you know what, she can ask me that. She can ask  
15 me that. Yeah, yeah, just ask Jonathan, I've been -- they have a bunch of  
16 different brands, and I shot for three different ones, so just ask him which  
17 one you're shooting for. That's it. That's not your job; that's not your  
18 responsibility.

19 ALICIA MCKAY: Okay, okay. Because --

20 ANDRE GARCIA: I address it, you know what I mean?

21 ALICIA MCKAY: Yeah. Yeah, yeah, yeah. Because, like, she said, you  
22 know, like, I know that you -- you went down and everything. Like, after  
23 you shot, like, where did the videos end up? And, like, I don't wanna -- I  
24 don't wanna freak her out, you know what I mean? So, like, why -- I didn't  
25 know, like, what to say in that sense.

26 ANDRE GARCIA: Well, no, we have a bunch of different brands. So just  
27 be, like, hey, they have a bunch of different brands; they'll tell you. Like,  
28 that's not your responsibility. You're not there to be inform -- to be a  
producer, to be a director --

ALICIA MCKAY: Yeah, yeah, yeah.

ANDRE GARCIA: -- all right? Anything like that. You're just there to  
assure that everything's cool, and that it.

ALICIA MCKAY: Yeah, no worries.

ANDRE GARCIA: Anything that you don't -- just say, ask him, ask him  
because that's --she needs to ask me that because I've already gone over that  
with her.

1 [...]

2 ANDRE GARCIA: -- you're pretty much just there to make sure that, you  
3 know, she gets -- you know, that she's not going to get raped, she's not going  
4 to get killed, she's going to get paid the full amount, that's it. You're not  
5 there to solve (ph) her. You're not there to answer important, corporate  
6 questions. You're not there to answer anything like that. They can talk to  
me. So if she has questions that you feel are corporate -- hey, talk to  
Jonathan, he'll answer it for you. That's it.

7 ALICIA MCKAY: Yeah, yeah. Okay. I'll --

8 ANDRE GARCIA: You have your -- you have -- that's how the other girls  
9 -- they'll get it after a while. The other girls are, like -- you know, one of the  
10 girls was, like -- asked the girls, hey, do you have any examples of the  
11 videos or anything like that? She's like, no. You know, when I go there, it's  
for business, and then when I come back home, it's my personal job, it's my  
personal life; I really don't mix the two.

12 ALICIA MCKAY: Yeah.

13 ANDRE GARCIA: Boom. That's it. You know, you're not there to text back  
14 and forth with this chick and be her friend. It's not about that.

15 ALICIA MCKAY: Yeah, yeah. No --

16 ANDRE GARCIA: I don't like you wasting --

17 ALICIA MCKAY: So, yeah, just --

18 ANDRE GARCIA: I don't want you wasting six hours of your day at work  
19 texting back and forth with some girl. It's not worth the money. It's not --  
20 it's not [Indecipherable].

21 ALICIA MCKAY: No, no, no. Totally. I mean, it wasn't --

22 ANDRE GARCIA: So just keep it cool, keep it simple.

23 ALICIA MCKAY: It was a pretty quick call, so --

24 ANDRE GARCIA: Yeah, keep it cool, keep it simple. FaceTime, video  
25 chat, phone calls, and that's it. Don't worry too much about texting back and  
26 forth with these girls because it's not worth the stress, anything like that. I'm  
27 not having you here to text them back and forth. You're here for a couple  
28 phone calls, couple things, reassurance, that's it. Nothing more. Everything  
else, I'll handle it with her. Anything you're not sure, anything that  
[Indecipherable] states, ask me because I'm here to answer her questions.  
That's not your job.

1 ALICIA MCKAY: Yeah, yeah, yeah.

2 ANDRE GARCIA: Okay?

3 ALICIA MCKAY: I pretty much told her, you know, like, I don't know  
4 what you're shooting or what's going on with your shoot, so I wouldn't -- I  
5 wouldn't be the one answering that. [Indecipherable], you know?

6 ANDRE GARCIA: Yeah, well, we have slightly different brands. We have,  
7 like, eight different brands, so, you know -- or seven, so she can shoot for  
8 multiple brands. So, you know -- you don't know. You know, it's just a  
9 case-by-case scenario on each film. Some girls are B models. They're not  
10 getting -- they're not going to get paid the full 4,000, you know? They'll get  
11 paid, like, 1,500 or 2,000. So then obviously their videos end up somewhere  
12 else. So it's a case-by-case scenario per model. You keep it kosher. You just  
13 say: I got shot, I did cool, it was fun, that's it.

14 ALICIA MCKAY: Yeah.

15 ANDRE GARCIA: Everything else: Hey, I don't know, talk to him, that's  
16 it. Okay?

17 ALICIA MCKAY: Okay, cool, yeah. But, um, feel free to, like, send me  
18 more -- more girls to talk to because I have no problems doing that.

19 ANDRE GARCIA: Yeah, yeah, yeah.

20 ALICIA MCKAY: I mean, I was on the phone with her.

21 ANDRE GARCIA: Yeah, yeah, yeah.

22 ALICIA MCKAY: I was just kind of reassuring her, so --

23 ANDRE GARCIA: Yeah, I'm going to start doing that because -- yeah, I'm  
24 going to start doing that because you're a good example because you got a  
25 boyfriend and you're normal and your life isn't ruined or anything like that,  
26 so -- that's what a lot of these girls think, which is the furthest thing from  
27 the truth, you know? Um, so -- yeah, I'll send you as many as I can, okay?

28 (NOL Ex. G.) Garcia's instructions to Ms. McKay show just how brazen, deceitful and malicious  
Defendants are. In June 2016, Plaintiffs sued Defendants alleging Defendants concealed the existence  
of their website. Yet, fourteen months after the lawsuit was filed, Garcia is still coaching references to  
conceal Defendants' website from Defendants' prospective victims. Despite being asked what she  
should say if someone asks about distribution, Garcia never once utters the word Internet or  
GirlsDoPorn throughout the entire call. Rather, Garcia instructs Ms. McKay "**don't ever use any names**

1 **or anything like that because we don't sell – you know, you don't want -- don't want to, you know,**  
2 **make it seem worse than it is or anything like that.”** Instead of just having Ms. McKay tell the truth,  
3 Garcia instructs Ms. McKay to lie by telling prospective victims who ask about distribution that  
4 Defendants have “eight brands”, that she has “shot for three different [brands]” and that it would depend  
5 on which brand the prospective model chose “so just ask him [Garcia] which one you're shooting for.”  
6 Garcia then instructs Ms. McKay to tell the victim to ask Jonathan (his alias) about distribution. The  
7 truth would've taken Garcia about 2 seconds to say: “The videos go to [www.girlsdoporn.com](http://www.girlsdoporn.com).”

8 This call, made in August 2017, occurs *after* Plaintiffs filed this lawsuit and *after* Plaintiffs  
9 produced copies of Defendants' other reference Kailyn Wright's text messages to Jane Doe No. 15  
10 wherein Ms. Wright lied *in writing*. The number of times Garcia tells Ms. McKay to not use text  
11 message shows Garcia' knows he is instructing Ms. McKay to lie.

12 So FaceTime or phone calls, **less text messaging**, that would be easier for  
13 you.

14 **...don't worry about texting back and forth and answering certain**  
15 **questions.**

16 Don't worry about anything else, **don't worry about texting her back and**  
17 **forth, don't worry about anything like that. Phone call, FaceTime,**  
18 **couple text messages**, you want to add them online for a little bit and then  
19 un-follow or block after they shoot, whatever, and that's it.

20 Boom. That's it. You know, **you're not there to text back and forth with**  
21 **this chick and be her friend.** It's not about that.

22 **I don't want you wasting six hours of your day at work texting back**  
23 **and forth with some girl.** It's not worth the money.

24 Yeah, keep it cool, keep it simple. FaceTime, video chat, phone calls, and  
25 that's it. **Don't worry too much about texting back and forth with these**  
26 **girls because it's not worth the stress, anything like that. I'm not having**  
27 **you here to text them back and forth.**

28 (NOL Ex. G.) People being forthright and truthful do not mind paper trails—they welcome them.

Finally, Garcia admits that Defendants never intend to pay the amount promised to the prospective  
victims Defendants quoted just to get them on the airplane. Garcia admits to Ms. McKay: “Some girls  
are B models. They're not getting -- they're not going to get paid the full 4,000, you know? They'll get  
paid, like, 1,500 or 2,000.”

1 Defendants will undoubtedly claim Ms. McKay's recording is illegal and inadmissible. Indeed,  
2 when Plaintiffs' counsel was about to play the recording during deposition, Mr. Sadock threatened to sue  
3 Plaintiffs' attorney just for playing the recording during deposition.

4 MR. SADOCK: Can I get my – [...]objection on record? I just want to put  
5 on the record that the recording itself is a violation of statute. **Mr. Holm is**  
6 **hereby warned that playing itself is another violation**, and anything that  
7 is played in violation of the two party [Indecipherable] Californian laws  
8 hereby requested to be stricken, and **I warn counsel before playing that,**  
9 **we will hold you responsible.**<sup>1</sup>

MR. HOLM: Okay. Thanks for the threat.

10 (Holm Decl. Ex. F at 69:17-70:4.) Defendants' contention that the recording is "illegal" is without legal  
11 support. First, the recording was made while Ms. McKay was in Canada well outside of the reach of  
12 California Penal Code section 632. Canada allows one party recordings. Second, even if Ms. McKay  
13 were in California when she recorded the phone call, California's Legislature was not so shortsighted so  
14 as to prevent people from recording phone calls in order to obtain evidence of felonies. California's  
15 Legislature carved out a dozen exceptions to the general rule. Section 633.5 is one of those exceptions.

16 Sections 631 , 632 , 632.5 , 632.6 , and 632.7 do not prohibit one party to a  
17 confidential communication from recording the communication for the  
18 purpose of obtaining evidence reasonably believed to relate to the  
19 commission by another party to the communication of the crime of  
20 extortion, kidnapping, bribery, **any felony involving violence against the**  
21 **person, including, but not limited to, human trafficking, as defined**  
22 **in Section 236.1.**

23 Cal. Pen. Code § 633.5. Ms. McKay's recording falls squarely within Section 633.5. Most people  
24 believe sex trafficking is limited to kidnapping underage women, transporting them to far away  
25 countries, and having them act as sex slaves. Sex trafficking, however, includes using fraud and  
26 coercion to get women to engage in sex acts that the defendants may exploit.

27 California Penal Code section 236.1 defines sex trafficking as inducing a woman to engage in a  
28 sex act for money "**through force, fear, fraud, deceit, coercion, violence, duress, menace, or threat of**  
**unlawful injury to the victim** or to another person, under circumstances where the person receiving or

<sup>1</sup> Cal. Rule Prof. Conduct, Rule 3.10 (a): A lawyer shall not threaten to present criminal, administrative, or disciplinary charges to obtain an advantage in a civil dispute.

1 apprehending the threat reasonably believes that it is likely that the person making the threat would carry  
2 it out.” California Penal Code Subsection 236.1(h)(1) defines “coercion” to include “a scheme, plan, or  
3 pattern intended to cause a person to believe that failure to perform an act would result in serious harm  
4 to or physical restraint against any person; the abuse or threatened abuse of the legal process; debt  
5 bondage; or providing and facilitating the possession of a controlled substance to a person with the  
6 intent to impair the person’s judgment.” Using fraud, deceit or coercion to induce a woman to engage in  
7 a sex act for money is punishable in California “by imprisonment in the state prison for 8, 14, or 20  
8 years and a fine of not more than five hundred thousand dollars (\$500,000).” *Id.*

9 Sex trafficking is also a federal crime. Under 18 U.S.C. 1591, sex trafficking is defined as :

10 **Whoever knowingly—**

11 (1) in or affecting interstate or foreign commerce, or within the special  
12 maritime and territorial jurisdiction of the United States, **recruits, entices,**  
13 **harbors, transports, provides, obtains, advertises, maintains,**  
**patronizes, or solicits by any means a person; or**

14 (2) benefits, financially or by receiving anything of value, from  
15 participation in a venture which has engaged in an act described in violation  
16 of paragraph (1),

17 **Knowing...that means of force, threats of force,**  
***fraud, coercion described in subsection (e)(2), or any combination of such***  
18 ***means will be used to cause the person to engage in a commercial sex***  
**act ...shall be punished as provided in subsection (b).**

19 Violation of 18. U.S.C. 1591 is punishable “by a fine under this title and imprisonment for any term of  
20 years not less than 15 or for life.” Ms. McKay testified she recorded the phone call in order to obtain  
21 evidence that Defendants had lied to her in order to get her to film a pornographic video.

22 Q. Why did you record the phone call?

23 A. I recorded -- just kind of what I mentioned before, I had recorded the  
24 video because I believed that they were falsifying information. They weren't  
25 telling the full truth to women. As you can listen to, I had asked him on  
26 three occasions on the video, you know, what do I tell this girl, what about  
27 where the videos are going to be published? They never gave me a  
28 legitimate answer. So I just -- I wanted proof of that because they -- like  
they had done with me, they never really gave me a full answer and lied  
about where the videos would be distributed, so.

1 (Holm Decl. – McKay Depo. 83:7-20.) This is precisely the scenario that California’s Legislature  
2 imagined when it allowed victims to unilaterally record phone calls in order to obtain evidence. Ms.  
3 McKay’s recording does not violate California law. Indeed, California’s Legislature welcomes the  
4 recording since it provides evidence of a felony.

5 h. The “Panda Pic” grading system

6 During the recruiting process, Defendants repeatedly tell the women *in writing* that they will be  
7 paid \$5,000 if they fly to San Diego for the video shoot. (NOL Ex. C and Declarations of Jane Doe Nos.  
8 1-22.) Defendants will continue to increase the offer until the victim finally agrees to film. (Declaration  
9 of Jane Doe No. 6.) Many of the Plaintiffs, although promised \$5,000 or more were paid significantly  
10 less once they arrived. (*Id.*) For example, Jane Doe No. 15 was paid \$3,000. When she pressed to be  
11 paid the amount promised, Defendants, using their alias Jonathan told Jane Doe No. 15 “Yeah you’re  
12 bruised up (sic) I can’t have that.” (Declaration of Jane Doe No. 15, Ex. H.) “Honestly My partner and  
13 I were not very impressed with the photos. You have bruises over your body and cuts on your wrists and  
14 arms.” (*Id.*) “You were paid very well. \$3,000 is about 4x more then the regular pay girls get...” (*Id.*)

15 Defendants knew before Jane Doe No. 15 arrived in San Diego that they had no intention of  
16 paying her the full \$5,000 she was promised before she got on an airplane. During the recording, Garcia  
17 acknowledges that some models are “B models” and will not be paid in full. (NOL Ex. G.) Moreover,  
18 this is confirmed by Ms. Moser’s testimony that Defendants have a practice of “high balling” the offers  
19 it makes to prospective victims about how much they will be paid in order to “get them on an airplane”  
20 knowing that they will never pay them that much once they arrive in San Diego. (NOL Ex. E at 92-96.)

21 Ms. Moser testified that when she would pick up victims from the airport, she was directed to  
22 drive the women to Garcia’s apartment to take a “Panda Pic.” In Garcia’s apartment there is a poster  
23 from the movie *Pulp Fiction* where two pandas are dressed like the main characters from the movie.  
24 The lighting in Garcia’s apartment is best in front of this poster. Consequently, Pratt directs Ms. Moser  
25 and/or Garcia to take nude photos of the victim in front of Garcia’s panda poster and then text the  
26 picture to Pratt on his cell phone. Defendants refer to this picture as the “Panda Pic” in the course of  
27 their business since it is taken in front of the panda poster. (*Id.* at 80-96.)  
28



1        Once Pratt receives the Panda Pic on his phone, he reviews it, and assigns a grade to the victim  
2 based on attractiveness, age, birthmarks, nipple size, stomach fat, bruising, etc.--Grade of A, B, C, or D.  
3 (NOL Ex. E. at 81:5-21.) This grading system, *which takes place 100% of the time in San Diego*,  
4 determines the actual price Pratt is willing to pay the victim regardless of how much they highballed the  
5 victim in order to get her to fly to San Diego. (*Id.* at 86:24-91:10.) The Panda Pic also determines how  
6 much Defendants will spend on the hotel, and how much Garcia and Moser are allowed to spend on  
7 clothing, makeup, etc. (*Id.*) The higher the grade, the more money Pratt is willing to invest. (*Id.*) Prior  
8 to flying to San Diego, Defendants send hotel reservations for nicer hotels in San Diego (US Grant,  
9 Hilton Bayfront, etc.) that are \$500+ per night. (*Id.*) However, if the Panda Pic results in a low grade,  
10 Defendants cancel the luxury hotel room and book a cheaper hotel. (*Id.*) The prospective victim has no  
11 idea this process is going on as she waits at Garcia's apartment. (*Id.*) She still believes she is to be paid  
12 as she was promised before flying to San Diego. (*Id.*)

13        Once the prospective victim gets to the hotel room, Garcia again has the woman take nude  
14 photographs. It is only once the prospective model is naked, in a hotel room with Garcia and a male  
15 cameraman (Pratt, Wolfe, Teddy Gyi and Alex Martinez have acted as cameramen), that Defendants tell  
16 the woman that she has flaws and that they will not pay her the full amount she was promised that  
17 induced her to get on an airplane. During this process, Defendants have told Plaintiffs that their breasts  
18 were lopsided, had cellulite, had breast reduction scars, tattoos, and bruises. (*Id.* see also, Declarations  
19 of Jane Doe No. 1-22.) Defendants know that a young woman in a hotel room with two men twice her  
20 size will have no choice but to take the lesser amount. This is malicious and fraudulent.

21        i. Anything to get them on the airplane

22        Pratt and Garcia are Defendants' primary recruiters. (NOL Ex. E.) However, on one occasion,  
23 Pratt asked his employee Valorie Moser to attempt to recruit eight "super hot" victims that had  
24 submitted photos to their sham modeling websites, but whom Pratt (a male) was unable to convince to  
25 come to San Diego. Not wanting to take no as an answer from these "super hot" women, Pratt asked  
26 Ms. Moser to see if the eight super hot women would respond more favorably to a woman's voice on the  
27 phone. Pratt then coached Ms. Moser what to say on the phone calls. (NOL Ex. E at 94-96.) Pratt  
28 directed Ms. Moser to tell the victims the video would be released on DVD to Australia. (*Id.*) Pratt told

1 Ms. Moser that she could continue to raise the offer as much as she would like. (*Id.*) According to Ms.  
2 Moser, Defendants would make “high ball” offers to the prospective victims on the telephone and to  
3 offer anything just to “get them on the airplane.” (*Id.*)

4 This is indicative of Defendants fraudulent intent, malice and oppression. Defendants will say  
5 and do anything during the recruiting process just to get the young women to fly across the country to  
6 San Diego. Once here, and alone in a hotel room with two guys, who will ultimately offer them less  
7 money. Defendants know that under this pressure, the 18 to 22 year old woman, alone, thousands of  
8 miles from home, having already traveled to San Diego, will relent and not back out. Ms. Moser  
9 testified that she transported approximately 100 models to the airport after filming. At least 50% of  
10 them complained to her that she was lied to about the amount of money they were promised prior to  
11 flying to San Diego, and the amount they were actually paid.

12 j. Pratt’s fraudulent phone calls

13 Ms. Moser overheard Pratt making a recruiting call. During that call, she overheard Pratt tell the  
14 prospective victim “the footage would be sent to a DVD and mailed to Australia and sold in some mom-  
15 and-pop shop out of a bin and their privacy was secure.” (NOL Ex. E at 155.) This lie is at the heart of  
16 Defendants’ scheme. It is 100% false and warrants punitive damages to deter others from lying to you  
17 women so that they may be exploited by deceitful men making millions of dollars.


18 **VI. CONCLUSION**

19 The evidence submitted herewith, which is only a portion of Plaintiffs’ evidence, shows that  
20 there is a substantial probability that plaintiffs will prevail on their punitive damages claim against  
21 Defendants.

22 RESPECTFULLY SUBMITTED:

23 Dated: December 26, 2018

24 By:

  
\_\_\_\_\_  
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